SECTION 2 REQUEST FOR OFFERS

2-1. Application Of HTOS.

This Request for Offers and any resulting offer is subject to the provisions of the GSA Household Goods Tender of Service (HTOS), supplements thereto and reissues thereof (refer to Section 2-4).

2-2. Federal Agency Authorized To Use.

2-2.1. Application.

This request and any resulting offers is for the account of the U.S. Government and authorized cost reimbursable contractors, except when the relocation involves uniformed personnel of the Department of Defense, its contractors and the uniformed personnel of the U.S. Coast

2-2.2. Exception (Reserved).

2-3. Contracts.

The rates and charges offered and accepted pursuant to this request are applicable to shipments routed pursuant to any formal contract awarded by GSA or a Federal Civilian non-DOD agency, to the extent provided in the contract. Section 2-6.6, GSA Industrial Funding Fee, of this RFO will apply to such shipments.

2-4. Definitions.

2-4.1. Household Goods Tender of Service (HTOS).

The Household Goods Tender of Service (HTOS) is a combination of the Domestic Tender of Service (DTOS) effective January 2, 1996 and the International Tender of Service (ITOS) effective October 1, 1995. The HTOS has not been published officially; therefore any reference to the HTOS, should be directed to the DTOS or ITOS, whichever is applicable. To the extent possible, references to the HTOS contained in the RFO will include references to the DTOS and the ITOS.

2-4.2. Domestic Transportation.

The term applied to the movement of household goods of Government employees for relocation within the conterminous United States, including Alaska and Canada.

2-4.3. International Transportation.

The term applied to international door-to-door container movement of household effects in lift vans whereby a Participant provides complete through service from origin residence to destination residence by surface ocean means.

2-4.4. General Transportation Services.

The term applied to transportation and accessorial services normally associated with a household goods move, such as set out in interstate and intrastate tariffs or the HTOS.

2-4.5. Participant.

The term applies to any carrier or forwarder who are approved in the Centralized Household Goods Traffic Management Program (CHAMP), Domestic and International, to provide General Transportation Services.

2-4.6. Special Agency Provisions.

Special agency provisions cited in this RFO are defined as specific terms and conditions applicable to a particular Federal department or agency.

2-4.7. Responsible Transportation Officer (RTO).

The individual or office within the shipping or receiving Federal agency responsible for personal property traffic management functions.

2-4.8. Government Rate Tender (GRT)

Household Goods Carriers Bureau Committee, American Moving & Storage Association, Government Rate Tariff, HCB415-G, supplements thereto and reissues thereof.

2-5. Filing Possibilities.

2-5.1. Filing Instructions.

Instruction for the submission of offers is set out in Section 5 of this RFO.

2-5.2. General Government Rates or Charges.

Participants submitting offers pursuant to this RFO may file offers that apply to all Federal agencies. The term *general government* will be used to describe such offers. Offers submitted may be for the Participant's full scope of operation or any part thereof.

2-5.3. Agency Specific Rates or Charges.

Participants submitting offers pursuant to this RFO may file offers that apply to a specific Federal agency as defined in Section 5 of this RFO. The term *agency specific* will be used to describe such offers. Offers submitted may be for the Participant's full scope of operation or any part thereof.

2-5.3.1. Application of Rates.

Agency specific rates will apply only to shipments for which the specific agency/location identified in Section 5, issues the GBL.

2-5.4. Combination of General Government and Agency Specific.

Participants submitting offers pursuant to this RFO may file offers that apply for both general government and agency specific. If the Participant offers both general government and agency specific, the Participant may base its submission on any part or parts of its scope of operation without regard to consistency between general government and agency specific. For example, a Participant with an approved scope of operation of all domestic service areas may offer general government rates and charges between all domestic service areas, but only offer agency specific rates and charges between two (2) service areas for Federal Agency X, while offering agency specific rates and charges between four (4) different service areas for Federal Agency Y.

2-5.5. Alternation of General Government and Agency Specific.

A Participant's accepted offer of general government rates and charges will alternate with the Participant's accepted offer of agency specific rates and charges.

2-6. Special Provisions Affecting Rates or Charges.

2-6.1 General.

The Participant <u>must offer</u> two levels of service for both domestic and international surface household goods shipments; namely Full Value Service released at \$3.50 and \$6.50 times the net weight of the shipment. The provisions in Section 2-6 will apply.

2-6.2. Rates or Charges - General Transportation Services.

2-6.2.1. DOMESTIC.

2-6.2.1.1. Household Goods (HHG)

The percentage(s) stated in the submitting Participant's offer represents a bottom-line discount off the total cost of the move based on the rates and charges published in GRT for a specific domestic move. The bottom-line discount does not apply to the charges specified in the following instances.

2-6.2.1.1.1. Where No SIT.

The bottom-line discount does not apply to third party services, the GSA shipment charge, and valuation charges when shipment is declared in excess of the base valuation.

2-6.2.1.1.2. Where SIT is at Origin.

The bottom-line discount does not apply to GSA shipment charge, storage, warehouse handling, pickup, long distance carry; elevator/stair carry, piano/organ carry, third party servicing applicable to pre-storage servicing, or valuation charges when shipment is declared in excess of the base valuation.

2-6.2.1.1.3. Where SIT is at Destination.

The bottom-line discount does not apply to GSA shipment charge, storage, warehouse handling, pickup, long distance carry; elevator/stair carry, piano/organ carry, third party servicing applicable to post-storage servicing, or valuation charges when shipment is declared in excess of the base valuation.

2-6.2.1.1.4. Where SIT is at other than Origin or Destination.

The bottom-line discount does not apply when SIT occurs at other than origin or destination when approved by the RTO, GSA shipment charge, storage, warehouse handling, delivery, long distance carry,

elevator/stair carry, piano/organ carry, third party services, or valuation charges when shipment is declared in excess of the base valuation.

2-6.2.1.2. Storage-In-Transit (SIT) Discount.

Participant's submitting offers for the movement of household goods have the option to offer a percentage (%) discount applicable to SIT charges of storage charges, warehouse handling, and pickup or delivery out of storage which will apply to all SIT charges as applicable.

2-6.2.1.3. Unaccompanied Air Baggage (UAB) - Alaska Only.

The percentage (%) stated in the submitting Participant's offer for unaccompanied air baggage shipment represents a single-factor rate based on the base-line rate set out below per kilogram (kg) volume weight and includes the following services: (a) packing, including use of packing containers and materials from origin to destination; (b) servicing of appliances; and (c) from origin residence all land and air transportation to the destination residence.

Weight Group	Base-Line per Kilogram(KG)
45 to 134 kg	US\$1.16
135 to 224 kg	US\$1.05
225 to 314 kg	US\$1.00
315 to 404 kg	US\$0.96
405 and over kg	US\$0.91

2-6.2.1.4. Privately Owned Vehicle (POV). 2-6.2.1.4.1. Domestic.

The amount stated in the submitting Participant's offer for the shipment of an authorized privately owned vehicle represents a **price per mile** for vehicles applicable to the following services (a) preparation of vehicle; (b) pickup at origin; (c) transportation from origin to destination; (d) delivery to final destination; and (e) valuation based on the current value of the vehicle.

2-6.2.1.4.2. Minimum Charge.

In those instances when the distance for shipping a POV is less than 300 miles, a minimum charge of 300 times the offered price per mile will apply

2-6.2.1.4.3. Alaska Only.

The amount stated in the submitting Participant's offer for the shipment of an authorized privately owned vehicle represents a **flat price** for vehicles applicable to the following services (a) preparation of vehicle; (b) pickup at origin; (c) transportation from origin to destination; (d) delivery to final destination; and (e) valuation based on the current value of the vehicle.

2-6.2.1.4.4. Vehicle Sizes.

Charge must be offered only on the following sizes and in accordance with Section 2-6.2.1.4.1 and 2-6.2.1.4.3.

- 1. Category 1 (CAT-1): Vehicles less than 300 cubic feet in physical measurement;
- 2. Category 2 (CAT-2): Vehicles between 300 and 800 cubic feet in physical measurement; and,
- 3. Category 3 (CAT-3): Vehicles exceeding 800 cubic feet in physical measurement.

2-6.2.2. INTERNATIONAL.

2-6.2.2.1. Household Goods (HHG).

2-6.2.2.1.1. General.

The percentage (%) cited in the submitting Participant's offer for the surface household goods represents a single-factor rate based on the Base-Line Rates specified in Section 2-6.2.2.6 per 100 pounds net weight including full replacement value carrier liability as defined in HTOS (ITOS, Section 10) and Section 2-6.5. The application of rates from/to the international point for the surface household goods shipment shall be based on the net weight of the shipment in pounds. Minimum weight is 1,000 pounds.

2-6.2.2.1.2. Services Included.

- 1. Packing, including use of packing containers and materials from origin to destination and unpacking. Shipping containers and packing materials furnished by the Participant will remain the property of the Participant.
- 2. Servicing and unservicing of appliances, except third party service.

- 3. All land, water, and air transportation, EXCEPT
 - (a) additional land transportation charges for shipments picked up or delivered from or to storage-intransit:
 - (b) bunker fuel charges, port congestion surcharges, and/or war risk surcharges where applicable and when actually billed to the Participant by ocean freight carrier pursuant to regularly filed tariff(s) with the Federal Maritime Commission. Such charges will be separately stated on the GBL and supported by prorated paid ocean carrier invoices of the actual amount; and,
 - (c) shipments of unaccompanied air baggage.
- 4. Export and import documentation services involving customs clearances.
- 5. Removal and placement of each article in the residence/warehouse or other building.
- 6. Hoisting or lowering of an article.
- 7. Elevator, stair and excessive distance carry, piano/organ carry and/or heavy or bulky item charge (except Item 5 in Section 2-6.2.2.1.3, below.
- 8. Ferry, tunnel and bridge charges/tolls.

2-6.2.2.1.3. Services Excluded.

- 1. Storage, waiting time and/or handling charges caused by failure of the origin transportation officer to furnish acceptable custom documents or by refusal of customs officials to clear shipment will be billed at charges provided in HTOS (ITOS, Section 17) when performed by Participant. When such services are performed by a third party, billing will be at the actual cost charged to the Participant, supported by paid third party invoices when reference applicable rate schedules and/or tariffs when charges are assessed in accordance with such publications.
- 2. Any Government or public authority ordered charges for inspection, disinfestation, decontamination, fumigation or demurrage or other charges occasioned by such orders not the fault of the Participant.
- 3. Servicing of articles requiring services of third parties.
- 4. When an article cannot be picked up or delivered from a residence by the conventional method (doorways, stairs, elevator to floor) or the structural nature of the residence must be changed to accommodate a pickup or delivery (removal of windows, doors, etc), the Participant, upon approval by the Responsible Transportation Officer (RTO) will be authorized third party service. This exception is directed at the pickups and deliveries from high rise apartment buildings and is not intended to be used for minor hoisting and lowering, such as 1st floor balconies in apartments and single family dwellings.
- 5. Shipments picked up or delivered to a mini warehouse, which involve a carry in excess of 75 feet between the Participant vehicle and the outside entrance door of the actual storage area, the RTO may authorize an excessive distance carry charge as defined in the HTOS (ITOS, Section 17).

2-6.2.2.2. Rates and Charges for Accessorial Services.

The rates and charges set out in HTOS (ITOS, Section 17) are base-line rates. The percentage (%) stated in the submitting Participant's Tender for accessorial services represents the amount to be charged as a percentage (%) less than, equal to, or greater than the rates and charges set out in Section 17.

2-6.2.2.3. Rates or Charges For Storage-In-Transit (SIT).

The percentage (%) stated in the submitting Participant's Tender for SIT represents the amount to be charged as a percentage (%) less than, equal to, or greater than the rates and charges set out in the HTOS (ITOS, Section 17) for the storage, warehouse handling, and pickup/delivery, including full replacement value carrier liability as defined in HTOS (ITOS, Section 10) and Section 2-6.5.

2-6.2.2.4. Unaccompanied Air Baggage (UAB)

The percentage (%) stated in the submitting Participant's offer for UAB shipment represents a single-factor rate based on the base-line rate set out in Section 2-6.2.2.6.2.2 per kilogram (kg) volume weight including full replacement value carrier liability as set out in the HTOS (ITOS, Section 10) and includes the following services: (a) packing, including use of packing containers and materials from origin to destination; (b) servicing of appliances; and (c) from origin residence all land and air transportation to the destination residence.

2-6.2.2.5. Privately Owned Vehicle (POV).

The amount stated in the submitting Participant's tender for the shipment of an authorized privately owned vehicle represents a flat charge applicable to the following services:

- (1) preparation of vehicle;
- (2) pickup at origin;
- (3) transportation from origin to destination;

- (4) containerization or below deck storage in the ocean going vessel;
- (5) delivery to final destination; and,
- (6) valuation based on the current value of the vehicle.

2-6.2.2.5.1. Vehicle Sizes.

The flat charge must be stated in whole dollars and may be offered only on the following sizes:

- 1. Category 1 (CAT-1): Vehicles less than 300 cubic feet in physical measurement;
- 2. Category 2 (CAT-2): Vehicles between 300 and 800 cubic feet in physical measurement; and,
- 3. Category 3 (CAT-3): Vehicles exceeding 800 cubic feet in physical measurement.

2-6.2.2.6. Base-Line Rates.

2-6.2.2.6.1. Surface.

2-6.2.2.6.1.1. Increase of Base-Line Rates.

Due to the increase of the Industrial Funding Fee (IFF) effective May 1, 1999 (refer to Section 2-6.6), the International Base-Line Rate Table identified in Section 2-6.2.2.6.1.2 is subject to a 2.5% increase.

2-6.2.2.6.1.2. Surface Base-Line Rate Table.

The following base-line rate table is applicable to the household effects surface shipments.

	Base-Line Rate
Weight Group	per
	hundred weight
	(cwt)
1,000 to 1,999 lbs	US\$117.00
2,000 to 3,999 lbs	US\$106.00
4,000 to 7,999 lbs	US\$100.00
8,000 to 11,999 lbs	US\$96.00
12,000 to 15,999 lbs	US\$94.00
16,000 and over	US\$92.00

2-6.2.2.6.2.2. Unaccompanied Air Baggage (UAB)

The following base-line rate table is applicable to the shipment of UAB.

Weight Group	Base-Line per Kilogram(KG)
45 to 134 kg	US\$1.16
135 to 224 kg	US\$1.05
225 to 314 kg	US\$1.00
315 to 404 kg	US\$0.96
405 and over kg	US\$0.91

2-6.3. Application of Rates or Charges.

Rates/Charges applicable to a specific shipment will be those in effect on the date of pickup. In those instances where the submitting Participant does not offer a rate, it will be construed as NO RESPONSE. 2-6.3.1. Exception.

Except in supplemental filings, items left blank will indicate NO CHANGE.

2-6.3.2. Unaccompanied Air Baggage (UAB).

Rates or charges applicable to UAB will apply when shipped independent of surface household goods.

2-6.3.3. Privately Owned Vehicles (POV).

Rates or charges applicable to POV will apply when shipped independent of the surface household goods.

2-6.4. Combination of Rates - Alaska Only - Applies to Domestic Shipments Only.

2-6.4.1. Accepted offer does not include Alaska Service Areas (refer to Section 5-2).

In the event that a participant handles a shipment between points in the Continental United States and Alaska and it does not have any offer accepted by GSA for such a movement, the applicable charges shall be based on a combination of the rates set out in the Participant's accepted offer between Service Area 2 and Service Areas 1 through 16, inclusive, and of the charges in Section 2, Parts E and F of the applicable GRT, supplements thereto and reissues thereof; provided, however, these charges will alternate with all other applicable combination or through rates and/or charges that a participant may have on file on the date that a shipment is picked-up.

2-6.4.2. Accepted Offer Includes Alaska Service Areas (refer to Section 5-2).

The provisions of Section 2-6.4.1 do not apply when GSA has accepted a Participant's offer to handle shipments between points in the Continental United States, Service Area 1 through 16, inclusive, and Alaska Service Areas defined in Section 5-2.

2-6.5. Released Value.

2-6.5.1. General.

2-6.5.1.1. Surface and Unaccompanied Air Baggage Released Value.

All surface and unaccompanied air baggage (UAB) applicable to domestic and international shipments are released at full value.

2-6.5.1.2. Privately Owned Vehicle Released Value.

All privately owned vehicle (POV) shipments applicable to domestic and international shipments are released at current market value.

2-6.5.1.3. Application of Tariff or Bureau Issued GRT.

In lieu of Item 190 of the Domestic Household Goods Government Rate Tender (GRT) or any comparable item in an otherwise applicable intrastate tariff, will not apply.

2-6.5.1.4. Cost included in Participant's offer.

The cost of released value as defined in this provision will be included in the Participant's offer. Except as provided in Section 2-6.5.2.2. and 2-6.5.3.2., Participant may not charge a Federal agency for full replacement value.

2-6.5.2. DOMESTIC.

2-6.5.2.1. Transportation.

In accordance with Item 190-1 of the GRT, all domestic shipments moving pursuant to CHAMP are released at the base value of \$3.50 times the net weight of the shipment in pounds.

2-6.5.2.1.1. Exception to Item 190-1 of GRT.

In lieu of the released value at \$3.50 as provided in Item 190-1 of the GRT, when requested by the Government the Participant must offer surface shipments released at the base value of \$6.50 times the net weight of the shipment applicable to both shipments in transit and storage-in-transit. The storage liability charge does not apply for the base released valuation. All other provisions of Item 190-1 and this RFO will apply.

2-6.5.2.2. Employee's Increase in Base Valuation.

The employee has the right to increase the value in excess of the base valuation established by this provision and in accordance with the following.

2-6.5.2.2.1. Transportation.

In the event that the employee declares a value greater than the base valuation of \$3.50 times the net weight of the shipment in pounds, a Full Value Protection Service Shipment Charge of \$0.85 will apply on that portion of the valuation declared in excess of shipments released value of \$3.50 times the weight.

2-6.5.2.2.1.1. Exception.

In the event that the employee declares a value greater than the base valuation of \$6.50 times the net weight of the shipment in pounds, a Full Value Protection Service Shipment Charge of \$0.85 will apply on that portion of the valuation declared in excess of shipments released value of \$6.50 times the weight.

2-6.5.2.2.2. Storage-in-Transit.

In the event that the employee declares a value greater than the base valuation of \$3.50 times the net weight of the shipment in pounds, a Full Value Protection Service Storage Liability Charge of \$0.18 will apply on that portion of the valuation declared in excess of shipments released at full value of \$3.50 times the weight.

the weight.

2-6.5.3. NTERNATIONAL. 2-6.5.3.1. Transportation.

In accordance with the HTOS (Section 10 of the ITOS) all international shipments moving under CHAMP are released at a base value of \$5.00 times the net weight of the shipment in pounds.

by the Government. All other provisions of Section 10 and this RFO will apply.

2-6.5.3.2. Employee's Increase in Base Valuation.

The employee has the right to increase the value in excess of the base valuation established by this provision and in accordance with the following.

2-6.5.3.2.1. Transportation.

In the event that the employee declares a value greater than the base valuation of \$5.00 times the net weight of the shipment in pounds, a Full Value Protection Service Shipment Charge of \$0.85 will apply on that portion of the valuation declared in excess of shipments released value of \$5.00 times the weight.

2-6.5.3.2.1.1. Exception.

In the event that the employee declares a value greater than the base valuation of \$6.50 times the net weight of the shipment in pounds, a Full Value Protection Service Shipment Charge of \$0.85 will apply on that portion of the valuation declared in excess of shipments released value of \$6.50 times the weight.

2-6.5.3.2.2. Storage-in-Transit.

In the event that the employee declares a value greater than the base valuation of \$5.00 times the net weight of the shipment in pounds, a Full Value Protection Service Storage Liability Charge of \$0.18 will apply on that portion of the valuation declared in excess of shipments released at full value of \$5.00 times the weight.

the weight.

2-6.6. GSA Industrial Funding Fee (formerly Shipment Charge)

2-6.6.1. Amount of Charge.

The GSA Industrial Funding Fee will be \$145.00 per shipment, subject to the provisions below.

2-6.6.2. Cost Included in Participant's Offer.

The cost of GSA Industrial Funding Fee will be included in the Participant's offer.

2-6.6.3. First Shipment.

The first shipment of a relocation performed pursuant to the HTOS is defined as a surface shipment of household effects, shipment of a privately owned vehicle, and a shipment of unaccompanied air baggage, all or any one of which are tendered to the Participant by the shipping Federal Agency at the same time or within six months of the tender of the first component of this shipment.

2-6.6.4. Supplemental Shipments.

A supplemental shipment of a relocation performed pursuant to the HTOS is defined as any surface shipment, including a privately owned vehicle, or unaccompanied air baggage shipment tendered to the Participant by the shipping Federal Agency after six months from the date of the tender of the first component of the first shipment.

2-6.6.5. Payment of Charge.

The Participant will remit the Industrial Funding Fee to GSA on a calendar-quarter basis in accordance with the terms of the HTOS. Shipment charge payments remitted to GSA by GSA approved Participants will be based on the number of shipments billed pursuant to CHAMP for which service was performed.

2-6.7. Length of Storage-in-Transit. (DTOS 4-11(a); ITOS 4-11)

Not withstanding any other provisions of the GRT, the Participant must provide, when required, SIT at destination for shipments handled under the HTOS. SIT is defined as the holding of a shipment or portion thereof at or in the facilities or warehouse used by the Participant for storage, pending further transportation. A shipment may be held in SIT for a period not to exceed 180 days, unless extended by mutual agreement between the RTO and the Participant, after which time, liability as Participant shall terminate, the applicable interstate or international character of the shipment or portion thereof shall cease, the warehouse shall be considered the destination of the property, the warehouseman shall be agent for the shipper, and the property shall then be subject to the rules, regulations, and charges of the warehouseman.

2-6.8. Unpacking and Debris Removal - RESERVED.

2-6.9. Excessive Distance Carry.

Notwithstanding any other provisions of the Item 160 of the GRT, any reference to a distance of less than 100 feet will be construed as 100 feet.

2-6.10. Delivery Out of Storage-in-Transit.

Charges for pickup or delivery out of storage as provided in Item 210 of the GRT, will apply depending upon the location of the warehouse when the point of original pickup or delivery and warehouse are both located within the same municipality or within a distance of 50 miles or less. Any references to a distance of 30 miles will be construed as a distance of 50 miles.

2-6.11. Crating Services.

Regardless of possible use of a third party service for crating, crating services will be quoted, billed and paid as provided in the GRT. In the event that a third party is used to provide crating services and the charges are in excess of those provided in the GRT, the RTO has the authority to waive and negotiate the excess crating charges in whole or in part, based on the circumstances of the use of third party services.

2-6.12. Weight Variance.

In the event the actual shipment weight is greater than 115% of the premove survey weight, the Participant must notify the RTO or its designated representative prior to billing the Federal Agency of the original weighting and be prepared to justify the difference. In the event the carrier fails to notify the RTO or third party representative, the Participant stipulates that the agreed weight of the shipment will be 115% of the premove survey weight. In the event the carrier fails to adequately justify the difference between the actual and premove survey weights, the Participant stipulates that the agreed weight of the shipment will be 115% of the premove survey weight. The agreed weight shall take precedence over the actual weight for the assessment of transportation, accessorial, and storage-in-transit charges when based on weight. The RTO has the authority to waive this provision.

2.6.11.1. Verification of Weight Variance.

In order to apply the weight variance rule, it is recommended that a copy of the premove survey be included with the billing voucher and other documents.

2-7. Claim Settlement Penalty.

In the event that the Participant fails to settle a claim within 30 days after receipt due to Participants failure, the Participant will pay a \$25.00 per day penalty to the Federal agency. The total penalty shall not exceed \$250.00. The RTO has the authority to waive the penalty in whole or in part based on circumstances of the delay.

2-8. Exception Status.

The following provision applies; accepted offers may be placed in an exception status and rates will be withdrawn from GSA Cost Comparison data base upon failure to meet HTOS requirements, pending temporary non-use, suspension and/or debarment. In those instances where shipment takes place after effective date of exception status, the Participant's offer(s) as indicated on this tender will apply and remain in effect until terminated as provided by RFO.

2-9. Extension of Offer by the Government.

The Government reserves the right to extend the expiration date of all or part of the rate offers accepted in accordance with the RFO for up to ninety (90) calendar days.

2-10. Rights Reserved.

2-11. Termination.

The following provisions apply in lieu of Item 20e, Optional Form 280.

- (a) Accepted offers may be terminated and the Participant placed in a temporary non-use status by the Government immediately upon determination that a Participate has failed to satisfactorily respond to a show cause notice:
- (b) Accepted offers may be terminated by the Government immediately upon the debarment or suspension of the Participant in accordance with the Code of Federal Regulations (CFR) 101-40.4;
- (c) Except as provided in (a) and (b) above, accepted offers may be terminated at any time by either party hereto upon sixty (60) days notice in writing to the other. Termination under this clause shall not affect, or relieve any part of, any obligation or liability that may have accrued prior to such termination; and,
- (d) Upon termination of the offer under (a), (b), or (c above, or as provided in the HTOS, the Participant shall be paid any sum due the Participant for services performed under this offer to the date of such termination, and in the event of partial termination shall be paid in accordance with the terms of this offer for any services furnished under the portion of the offer that is not terminated; provided, however, any such payments shall be without prejudice to any claim which the Government may have against the Participant under the provisions of the HTOS or otherwise and the Government shall have the right to offset any such claims against such payment.

2-12. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT.

The Government, by written notice, may terminate all or part of the rate offer(s) accepted in accordance with the RFO, in whole or in part, when it is in the Government's best interest. If a rate offer(s) is terminated, the Government shall be liable only for payment for services rendered before the effective date of the termination.

2-13. Item 21, Optional Form 280.

By submission of a rate offer to the General Services Administration (GSA) in accordance with this request, the submitting firm agrees to and/or meets the terms and conditions of the Uniform Tender of Ratees and/or Charges for Transportation Services, Optional Form 280, except as provided in Section 2-11. In addition to the provisions of Item 21, Optional Form 280, the following provision applies: (5) on commercial bills of lading endorsed with the following legend, "Transportation under this tender is for the (name of specific agency) and the actual total transportation charges paid to the carrier(s) by the shipper will be reimbursed by the Government. This may be confirmed by contacting the agency at ______.